# City of Greenbelt

## and

Fraternal Order of Police Lodge No. 32

Changes to the Current Collective Bargaining Agreement Ratified by the Members of Lodge 32 June 28, 2021

#### A. ECONOMICS

#### 1. COLA

#### **Article 7, Compensation**

7.1 (a) Revise language:

#### Current:

The City and the Union agree to maintain a separate Pay Plan for Employees. For the Fiscal Year 2021 commencing July 1, 2020, the City will not provide annual step increments or annual cost of living adjustments (COLA). The City shall meet with the Union to review the financial performance of the City and negotiate whether those results will support restoration of step increases and COLA no later than the first week of January 2021.

#### Proposed:

The City and the Union agree to maintain a separate Pay Plan for Employees. The City has enacted a 2% Cost of Living increase effective retroactive to July 1, 2020 for all employees including the bargaining unit. The City has already increased the pay rates for the bargaining unit effective March 19, 2021, and it is in the process of calculating and paying the retroactive amounts to the bargaining unit.

TA 5-10-21

#### 2. Duration of the Agreement

Duration of Agreement - 4 years, effective July 1, 2021 – June 30, 2025

#### 3. Pay Raises

Year 1 7/2021

Existing step (3%)

2% cola

18th step for MPO, Corporal and Sergeant –

Year 2 7/2022 Existing Step (3%)

19th step for MPO, Corporal and Sergeant –

-COLA in the same amount as funded for all city employees.

And If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year:

Adjustment of one step for those listed on Attachment 1 hereto (skipped 1 step); and

Year 3 7/2023 Existing step (3%)

20th Step for MPO Corporal and Sergeant

COLA in the same amount as funded for all city employees.

And

If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year:

Adjustment of one step for those listed on Attachment 2 hereto (skipped 2 steps) and

Year 4. 7/2024 Existing step – (3%)

COLA in the same amount as funded for all city employees.

And

If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year.

Adjustment for those listed on Attachment 2 (skipped 3 steps)

#### 4. <u>Tuition Assistance</u>

#### **Article 16, Tuition Assistance (Page 23)**

Increase the number of credits from 6 to 18 as long as it does not exceed the cost of \$20,000 per year cumulatively for all Employees participating:

The City will provide tuition reimbursement to Employees who are enrolled in a work-related degree program at an accredited University or College. An Employee shall be reimbursed at a rate equal to the rate at the University of Maryland for 18 undergraduate credit hours per year, not to exceed the value of \$20,000 per year cumulatively for all Employees participating. Current City rules regarding approval and course grades shall apply. Employees who leave employment with the City in less than 4 years after completion of a course or courses shall be required to reimburse the City on a pro-rata basis for the paid amounts.

#### 4-26-21 City Response= Cap is retained. City Agrees to add the following:

The preceding reimbursement section shall not apply to an Employee that retires on a disability retirement as determined by LEOPS

#### 5. Specialty Pay – Section 9.10

Increase Specialty Pay to \$750.00 per specialty for the first 2 awards and the third will be handled as is currently done. No change to the cap of the amounts paid out to the bargaining unit (\$33,000) each year

#### 6. FTO Pay – Section 9.6

Increase FTO Pay to \$75.00 per day

- 7. <u>Fitness Indicator Test- Monetary Awards.</u> The City will increase the monetary awards for achievement of scores on the fitness indicator test per the attached award sheet. This sheet will not be attached to the CBA, but it will remain in effect for the duration of the Agreement.
- 8. **Change in on call pay**. The current on call pay arrangements, process and payments are eliminated in their entirety. For this agreement the following will replace the current on call pay terms:
  - \$20 per day for the primary detective on duty as scheduled by the SOD commander or designee.
  - \$10 per day for the back up on call detective as scheduled by the SOD Commander or designee.
  - 10 per day for the primary evidence officer as scheduled by the SOD Commander or designee.
  - \$5 per day for any other unit as determined by the Chief of Police

#### **B. LANGUAGE**

- 1. Article 1, Section 1.3 Probationary Employees
  - a. Strike from the section:

#### City Response 5-10-21

Employees hired into the Unit as Lateral/Experienced Police Officers, excluding former Greenbelt Officers rehired pursuant to past practices, shall enter service at a rank of Police Officer and commensurate with their experience level not to exceed Grade 10 and shall serve a probationary period between 6 and 12 months from the date they are first employed by the Police Department which shall be at the discretion of the City.

# 2. Article 5, Section 5.2 Uniform Patrol Division (Triangle shift plan) (Page 7 and Exhibit B)

- a. Add the following:
  - (a) Triangle Shift Plan. Except as provided in this Section, employees assigned to the Uniformed Patrol Division shall work the triangle shift plan. In this plan, scheduled shift work days are 8.5 hours long. On a weekly basis, Employees shall work either 34 hours or 42.5 hours. On a biweekly basis, an Employee shall work between 68 hours and 85 hours. In no event will an officer be regularly scheduled to work in excess of 170 hours in a 28-day work period. For the entire 32-week shift rotation cycle, police officers work an average of 39.8 hours a week.
  - (b) The following rules shall apply for the accounting of time Employees participating in the triangle shift plans.
    - 1. For the purpose of accounting for payment of overtime as set forth by the requirements of the Fair Labor Standards Act, the designated work period for Employees shall be 28 days.
    - 2. An Employee who works scheduled shift days or takes approved leave shall be paid a base pay computed on the basis of 80 hours of work for each pay period.
    - 3. If an Employee works hours in excess of the regular shift schedule hours, the Employee shall be paid overtime at a rate of 1.5 times the regular hourly rate for the excess hours.
    - 4. If an Employee is absent without approved leave, the officer's pay shall be reduced from 80 hours by the number of hours of unauthorized absence from scheduled work.
    - 5. An Employee who takes approved annual or sick leave shall have his/her accumulated annual or sick leave reduced by the number of scheduled work hours the employee is absent from work.

- 6. If an Employee terminates employment, payroll accounting shall make a determination as to whether any adjustment in final pay is required to reflect actual hours worked up to that point in the shift schedule.
- 7. The workday shall include a paid meal period which must be taken within the regular scheduled shift hours. Employees participating in such meal period shall be in on duty status and subject to immediate call as determined by the demand for police service.
- 8. Other Employees assigned to Uniform Patrol Division who are not working in a triangle plan shall continue current practice with respect to scheduling and over time.
- (c) During this Agreement, The Department and the Union shall have the right to meet to discuss proposed alternative schedules to the current Triangle Shift Plan. Any changes to the Triangle Shift Plan shall be agreed upon by both parties prior to implementation.

#### Add the following to this Section:

"Nothing herein is intended to change the schedule agreed upon by the Union and the City as set forth in the Memorandum between them dated May 20, 2020, which shall continue in effect for the duration of this Agreement."

3. GO's - No changes.

#### 4. LEOBR Article 18

Delete all language pertaining to provisions in excess of LEOBR as currently enacted. The intent of this change is to allow only for such Rights as are currently in state law and those changes which are enacted into law by the Maryland Legislature and signed by the Governor/ or where the Legislature has overridden the Governor's veto at any time during the term of this Agreement.

### Changes as follows:

When LEOBR is mentioned in the Agreement, it shall be understood that the reference is to the current law and those changes in such law which are enacted into law by the Maryland Legislature and either signed by the Governor, or becomes law as a result of the Legislature overriding the Governor's veto at any time during the term of this Agreement.

Article 30 Miscellaneous

Delete provisions relating to restrictions on use of recording or audits of body cameras.

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### **Glossary of Acronyms**

COLA – Cost of Living Adjustment

FTO – Field Training Officer

GO – General Orders

LEOBR – Law Enforcement Officers Bill of Rights

LEOPS – Law Enforcement Officer Pension System

MPO - Master Police Officer

SOD – Special Operations Commander